## KOLAR Document ID: 1570789

OIL & GAS CONSE REQUEST FOR CHA TRANSFER OF INJECTION	ATION COMMISSION ERVATION DIVISION NGE OF OPERATOR I OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
· · · · · · · · · · · · · · · · · · ·	ted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	
Saltwater Disposal Well - Permit No.:	Lease Name:
Spot Location:feet from N / S Line	
feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	
Field Name:	Production Zone(s):
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section ] Haul-Off Workover Drilling Contact Person: Phone: Date: Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
New Operator's Email:	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
	PRODUCTION UIC

Side Two

### Must Be Filed For All Wells

* Lease Name: _			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary.

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

## KOLAR Document ID: 1570789

### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

## CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_\_

# ASSIGNMENT AND BILL OF SALE

## STATE OF KANSAS

COUNTY OF WILSON

CO CO CO

("<u>Assignor</u>"), to **REDBUD ENERGY PARTNERS, LLC**, a Delaware limited liability company ("<u>Assignee</u>") whose address is 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379. Assignor and Assignee are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>". This ASSIGNMENT AND BILL OF SALE (this "Assignment") is effective as of May 1, 2021, at 12:01 a.m. local time at the location of the Assets (the "*Effective Time*"), from ENTRANSCO RESOURCES, LLC, a limited liability company whose address is P.O. Box 578, Dewey, OK 74029 and ENTRANSCO ENERGY, LLC, a limited liability company whose address is P.O. Box 578, Dewey, Oklahoma 74029

FOR AND IN CONSIDERATION of the sum of TEN Dollars (\$10.00) plus the additional purchase price set forth on the attached <u>Schedule 1</u> (such aggregate amount, the "<u>Purchase Price</u>"), the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms set forth herein, Assignor does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Assignee all of Assignor's right, title, and interest in, to, and under the following (less and except for the Excluded Assets, collectively, the "Assets"):

interests of any kind or character associated with the lands covered by such leases on **Exhibit A** (collectively, the "*Leases*") together with any and all interests in and to the lands covered by the Leases, any lands pooled or unitized therewith, and any such pools or units (the "*Lands*"); working interests, reversionary interests, royalty interests, overriding royalty interests, net revenue interests, farmout rights, options and other rights to the leases, fee minerals in place and all other (a) the oil, gas and mineral leases described on the attached Exhibit A, including all

proceeds attributable thereto; and/or previously plugged or abandoned wells) located on or under the Leases and/or Lands, including the oil and gas wells more fully described on the attached <u>Exhibit B</u> (the "<u>Wells</u>"), and all Hydrocarbons produced from the Wells, Leases or Lands on or after the Effective Time and all and/or previously plugged or abandoned wells) located on or under the 9 all oil and gas wells, water wells and other wells (including any inactive, shut-in,

Assets (excluding the Leases and Surface Rights, the "Contracts"); <u>ि</u> all written contracts to the extent related to, or which are binding upon, any of the

attached Exhibit C (the "Surface Rights"); agreements, water rights, and other surface and subsurface rights to the extent used or held for use in connection with the ownership or operation of any of the Wells, including those set forth on the **a** all surface fee interests, easements, rights-of-way, permits, licenses, surface use

personal property; disposal facilities, compression facilities, pipe, parts, tools, telemetry devices, and other tangible any of the Assets, including all such wellhead equipment, pumps, pumping units, hydrocarbon measurement facilities, compressors, tanks, buildings, treatment facilities, injection facilities, equipment and facilities used or held for use in connection with the ownership, use or operation of @ all inventory, supplies, , tools, spare parts, fixtures, vehicles, rolling stock.

attributable thereto; (f) all Hydrocarbons produced from the Wells that are in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time, and all proceeds

(g) all claims, causes of actions, audit rights, warranties, rights to payment, refund, or indemnity with respect to the Assets, in each case, to the extent (i) related to any Assumed Liabilities or (ii) accruing or attributable to any period after the Effective Time; and

records, data, files, maps and accounting records to the extent disclosure or transfer is restricted or books, records, data, files, and accounting records; but, in each case, excluding (i) any books, files; abstracts; title opinions; land surveys; logs; maps; engineering data and reports; and other lease files; land files; well files; gas and oil sales contract files; gas processing files; division order E to the extent related to the ownership, use or operation of the Assets, the following:

prohibited by third-party agreement or applicable law (provided Assignor has used commercially reasonable efforts, at no out-of-pocket cost to Assignor, to obtain waivers of such restrictions), (ii) employee files and records, (iii) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions), and (iv) records relating to the negotiation such exclusions, the "Records"). and consummation of the sale of the Assets by Assignor other than those of Assignee (subject to

and proceeds thereunder; (e) all deposits, specifically including electrical deposits, surety bonds, letters of credit, and collateral pledged to secure any Liability of Assignor in respect of the Assets; (f) all books, records, data, files, and records of the types described in subparts (i) through (iv) of the preceding paragraph; (g) all claims of Assignor or its Affiliate for refunds of or loss of carry forwards in respect of any Taxes for purchase price, or carry obligation, or any guaranty, endorsement, assumption, or other contingent obligation in respect of indebtedness of others, and all Liabilities thereunder; and (k) a copy of all Records. contracts and agreements, and all rights and Liabilities thereunder; (j) all contracts and instruments of which Assignor is liable for payment; (h) all office furniture, office supplies, personal computers and associated peripherals, licensed software, radio and telephone equipment, and cell phones; (i) all hedge production of Hydrocarbons from or attributable to the Assets with respect to any period before the Effective Time (other than Hydrocarbons in storage at the Effective Time) and all proceeds attributable thereto; (d) except to the extent related to any Assumed Liabilities, all insurance policies and all rights, claims, payments, or to any Excluded Assets, and all rights, claims, and causes of action relating to the foregoing; (c) all of Assignor (other than title records pertaining to the Assets), and all other information, records, and data that relate to Assignor's business generally (and not the Assets); (b) except to the extent related to any Assumed Liabilities, all accounts receivable, trade accounts, audit rights, warranties, claims, and rights to Notwithstanding the foregoing, the Assets do not include, and Assignor hereby reserves and retains, all of the following ("*Excluded Assets*"): (a) all corporate, financial, income Tax, and franchise Tax records Assignor or any of its Affiliates evidencing any indebtedness for borrowed money, deferred payment of payment, refund, or indemnity, in each case, accruing or attributable to any period before the Effective Time

names, or any mistranscribed or incorrect recording references. from and after the Effective Time, the Assets, regardless of errors in description, any incorrect or misspelled It is the intent of the Parties that Assignor convey, and this Assignment hereby conveys, to Assignee

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors and assigns forever, subject only to the terms and provisions of this Assignment.

BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS <u>SECTION 1</u> ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW. EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON MADE, AND LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED AND WARRANTIES OF ASSIGNOR IN SECTION 4, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY Limitations on Representations and Warranties. **EXCEPT FOR THE REPRESENTATIONS** 

unknown or absolute or contingent) under, attributable or allocable to, arising out of, based upon, or otherwise relating to the ownership, use or operation of the Assets prior to the Effective Time, including any Environmental Liabilities, but excluding any P&A Obligations related to the Assets (the "*Retained*") discharge operation of the Assets from and after the Effective Time, or (ii) any P&A Obligations related to the Assets (the "Assumed Linkilities") Assimate entries and the effective Time of the Assets from the Assets (the "Assumed Linkilities") Assimate entries and the Assets from the Assets fro attributable or allocable to, arising out of, based upon, or otherwise relating to (i) the ownership, use or set forth on Schedule 2 and any and all Liabilities (known or unknown or absolute or contingent) under, perform, pay, assume, and discharge (or cause to be fulfilled, performed, paid, and discharged) the liabilities Liabilities Assumed (or cause to be fulfilled, performed. Assumption and Retention of Liabilities. Assignee assumes and hereby agrees *Liabilities*"). Assignor retains and hereby agrees to fulfill, perform, pay, retain, and use to be fulfilled, performed, paid, and discharged) any and all Liabilities (known or to fulfill.

property of Assignor. Assignor shall be responsible for payment of all Property Expenses and Asset Taxes that are attributable to the ownership, use or operation of the Assets or production occurring (except for those Assets Taxes payable out of or measured by Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time) during the period prior to the Effective Time, other than the pipelines or plants as of the Effective Time) and all proceeds from the sale of such production shall be the property of Assignor. Assignor shall be responsible for payment of all Property Expenses and Asset Taxes during periods prior to the Effective Time (except for Hydrocarbons in storage or existing in stock tanks, Asset Taxes listed on Schedule 2. Revenues, Expenses and Taxes; Settlement, All production from the Assets occurring

Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective proceeds from the sale of such production shall be the property of Assignee. Assignee shall All production from the Assets occurring during the periods on or after the Effective Time (and all Assignee. Assignee shall be responsible Time) and the

for payment of all Property Expenses and Asset Taxes attributable to the ownership, use or operation of the Assets at or after the Effective Time and those Assets Taxes payable out of or measured by Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time.

or acceleration under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, other financing instrument, license or agreement to which such Party is a party, or (c) violate any Law, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Body applicable to such Party; and (v) there are no bankruptcy, reorganization, or against such Party or any of its Affiliates arrangement proceedings pending, being contemplated by, or, to such Party's knowledge, threatened not (whether with or without the giving of notice, the passage of time, or otherwise) (a) violate or conflict with any provision of such Party's governing documents, (b) result in default (with due notice or lapse of time or both) or the creation of any lien or encumbrance or give rise to any right of termination, cancellation affecting creditors' rights generally or by principles of equity; (iv) such Party's execution and delivery of to enter into this Assignment and to consummate the transactions contemplated herein, and such Party has taken all necessary action to authorize the execution, delivery, and performance of this Assignment; (iii) this Assignment is legal, valid, and binding with respect to such Party and enforceable in accordance with represents and warrants to the other as of the date hereof the following: (i) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly qualified and/or licensed, as may be required, and in good standing in all jurisdictions in which it carries on business or this Assignment does not, and the fulfillment of and compliance with the terms and conditions hereof will its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, or similar Laws owns assets, including the state of Kansas; (ii) such Party has the adequate power, authority, and legal right Representations and Warranties of the Parties. Each of Assignor and Assignee hereby

5. <u>Assignor Indemnity</u>. Assignor shall be responsible for, shall pay on a current basis, and shall DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS Assignee, its Affiliates and its and their directors, partners, managers, members, stockholders, officers, employees, agents, advisors, and attorneys (collectively, the "<u>Indemnified Assignee Parties</u>") for, from, and against any and all Liabilities incurred, suffered, or paid by, or asserted against, or resulting to any of the Indemnified Assignee Parties and which result from, arise out of or in connection with, are based upon or related to, or exist by reason of (i) any Assignment; or (ii) the Retained Liabilities. breach by Assignor of its representations, warranties, covenants or agreements contained in this

6. Assignee Indemnity. Assignee shall be responsible for, shall pay on a current basis, and shall DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS Assignor, its Affiliates and its and their directors, partners, managers, members, stockholders, officers, employees, agents, advisors, and attorneys (collectively, the "*Indemnified Assignor Parties*") for, from, and against any and all Liabilities incurred, suffered, or paid by, or asserted against, or resulting to any of the Indemnified Assignor Parties and which breach by Assignee of its representations, warranties, result from, arise out of or in connection with, are based upon or related to, or exist by reason of: (a) any Assignment; or (b) the Assumed Liabilities. covenants or agreements contained in this

SUCH INDEMNIFIED PARTY, PROVIDED THAT NO SUCH INDEMNIFICATION SHALL BE APPLICABLE TO SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, BREACH 7. <u>EXPRESS NEGLIGENCE</u>. WITHOUT LIMITING OR ENLARGING THE SCOPE OF THE PROVISIONS SET FORTH IN <u>Section 5</u> or <u>Section 6</u> above, to the fullest extent permitted by LAW, AN INDEMNIFIED PARTY WILL BE ENTITLED TO INDEMNIFICATION HEREUNDER IN ACCORDANCE THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY. OF DUTY (STATUTORY OR OTHERWISE), OR OTHER FAULT OR VIOLATION OF ANY LAW OF OR BY ANY OR CIRCUMSTANCE GIVING RISE TO ANY SUCH INDEMNIFICATION OBLIGATION IS THE RESULT OF THE WITH THE TERMS OF SECTION 5 OR SECTION 6, REGARDLESS OF WHETHER THE ACT, OCCURRENCE, EXPRESS NEGLIGENCE. WITHOUT

the benefit of the Parties and their respective successors and assigns 00 Successors and Assigns. This Assignment shall extend to, be binding upon, and inure to

constitute a part of this Assignment. The Parties agree that this conveyance includes all lands covered by 9 Exhibits. The Exhibits to this Assignment are hereby incorporated by reference and

10. <u>Severability</u>. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder each instrument, regardless of whether such lands are particularly or accurately described in any Exhibit.

of this Assignment shall continue and remain in full force and effect. Further Assurances. Assignor shall execute, acknowledge, and deliver, or cause to be

and cause to executed, acknowledged, and delivered, to Assignee, and Assignee shall execute, acknowledge, and deliver, be executed, acknowledged, and delivered to Assignor, such further documents and

instruments, and take such other and further actions, as may be reasonably requested by each such Party in order to convey and deliver the Assets to Assignee and to accomplish the orderly transfer of the Assets to Assignee (including operatorship thereof) in the manner contemplated by this Assignment, and to more to the terms and provisions of this Assignment. fully effect the assumption and performance by Assignee of the Assumed Liabilities, in each case, subject

this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a matters contained herein are expressly merged into and superseded by this Assignment. The provisions of entire agreement and understanding between the Parties with respect to the subject matter hereof, and all prior and contemporaneous negotiations, understandings, and agreements between the Parties on the set forth in this Assignment. representations, warranties, covenants, or agreements relating to such subject matter except as specifically prior course of dealings. No Party shall be liable or bound to any other Party in any manner Entire Agreement. This Assignment (including the Exhibits attached hereto) contains the any

and the exercise or partial exercise of any such right shall not preclude the exercise of any other right. unless otherwise expressly provided. The rights of the Parties under this Assignment shall be cumulative, of other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of this Assignment shall be deemed or shall constitute a waiver of, or consent to a change in, or modification under this Assignment may not be waived except by an instrument in writing signed by the Party to be charged with the waiver. No waiver of, or consent to a change in, or modification of any of the provisions 13. <u>Amendment; Waiver; Cumulative Rights</u>. This Assignment may not be amended except by a written agreement of the Parties that is identified as an amendment to this Assignment. The Parties' rights

14. Legal Fees. If either Party or its affiliates or representatives institutes a proceeding against the other Party relating to the provisions of this Assignment, the party to such proceeding which does not prevail will reimburse the prevailing party therein (regardless of whether the prevailing party is the plaintiff or the defendant in such proceeding) for the reasonable expenses of attorneys' fees and disbursements prevailing party for purposes of this Section 14. incurred by the prevailing party. The applicable Governmental Body shall be empowered to designate the

own attorney fees and other expenses incurred in connection the negotiation and consummation of the transactions contemplated by this Assignment. Assignee shall bear and pay all (a) recording costs and filing fees for this Assignment and (b) any Transfer Taxes on the transactions contemplated by this Assignment. Certain Expenses. Except as otherwise expressly set forth herein, each Party will pay its

LAWS OF ANOTHER JURISDICTION. EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF OKLAHOMA FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. ALL PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS THE TRANSACTIONS CONTEMPLATED HEREIN. HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR OR JURISDICTION THEREIN. EACH OF PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, WASHINGTON COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT OR AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY ASSIGNMENT SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN EFFECT TO RULES OR PRINCIPLES OF CONFLICTS OF LAW THAT MIGHT OTHERWISE REFER TO THE ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE ASSETS ARE LOCATED), WITHOUT GIVING OKLAHOMA (EXCEPT AS TO TITLE MATTERS, WHICH SHALL BE INTERPRETED AND CONSTRUED IN 16 GOVERNING LAW; JURISDICTION; JURY WAIVER. THIS ASSIGNMENT BARTLESVILLE, WILL ЫB

to them below: 17 Definitions. As used in this Assignment, the following terms have the meanings ascribed

or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly derivatives shall be construed accordingly. arrangements (a or business relationships. "Affiliate" means, with respect to a Party, any person or entity directly or indirectly agement or otherwise through formal or The terms "controlled by," "controlling," and other

real estate, G use, personal property and similar Asset Taxes" means ad valorem, property, excise, severance, production, sales, Taxes (including any interest, fine, penalty or

Tax is based, measured, or calculated). (or multiple bases, including corporate, franchise, business and occupation, business license, or additions to tax imposed by governmental bodies in connection with such Taxes) based upon the operation, use or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income or franchise Taxes based similar taxes, if net income, profits, capital, or a similar measure is one of the bases on which such upon, measured by, or calculated with respect to net income, profits, capital, or similar measures

or other management thereof. and those Laws relating to the generation, processing, treatment, storage, transportation, disposal (c) "<u>Environmental Law</u>" means any applicable Laws relating to protection of human health, workplace safety, occupational health, or pollution or the protection of the environment, including those Laws relating to the presence, storage, handling, and use of Hazardous Materials

P&A Obligations. (d) "<u>Environmental Liability</u>" means all Liabilities and other responsibilities arising from or under either Environmental Laws or third party claims relating to the environment or pollution, and which relate to the Assets or the ownership or operation of the same, but excluding

any nature. government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, (e) "Governmental Body" means any (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign, or other executive, judicial, legislative, police, regulatory, or taxing authority or power of

products. basis of liability under any Environmental Law; and (ii) petroleum, Hydrocarbons, or petroleum contaminant, E substance, or 'Hazardous Materials" means any (i) chemical, constituent, material, pollutant, waste that is regulated by any Governmental Body or may form the

(g) "<u>Hydrocarbons</u>" means oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith

multinational law, order, constitution, ordinance, or rule, including rules regulation, statute, treaty, or other legally enforceable directive or requirement. (h "Law", means any federal, state, local, municipal, foreign, or rule, including rules of common law. international, or

any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith. liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including action, payments, charges, judgments, assessments, obligations, losses, Ξ "Liabilities" means any and all claims, suits, proceedings, diminution demands, causes of in value,

incurred in the ownership and operation of the Assets in the ordinary course of business and, where applicable, in accordance with the relevant operating or unit agreement, if any, and overhead costs charged by Third Party operators to the Assets under the relevant operating agreement or unit costs, or (viii) Taxes (vi) Assignor's or its Affiliates overhead and general and administrative costs, (vii) title curative wellhead, pipeline, processing or transportation imbalances, (v) third party funds held in suspense, capping, (III) plugging, damage, other legal tort, or violation of any Law, Lease, or Contract, (ii) Environmental Liabilities, agreement, if any, but excluding Liabilities attributable to (i) personal injury or death, ging, replugging, removal, abandonment, decommissioning, disposal, dismantling, burying, or surface restoration ("*P&A Obligations*"), (iv) obligations with respect to "Property Expenses" means all operating expenses and capital expenditures property

the extent that the same do not, individually or in the aggregate, (i) reduce Assignor's net revenue ownership, use, or operation of the Assets as currently owned, used or operated: corresponding increase in its net revenue interest) in any of the Assets or (ii) materially impair the interest or net mineral acres, or increase its working interest (without at least a proportionate R "Permitted Encumbrances" means any of the following to the extent and only to

the Assets to the Ξ rights of reassignment arising upon final intention to abandon or release extent not yet triggered as of the date hereof;

liens for Taxes not yet due;

same are customarily sought and received after assignment; (iii) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases or Wells, if the

or permit; or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the franchise, grant, license or permit, or by any provision of law, to terminate such right, Assets to any Governmental Body with respect to any right, power, franchise, grant, license power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture to control or regulate any Asset in any manner; (ii) by the terms of any right, power, (iv) all Laws and all rights reserved to or vested in any Governmental Body (i)

such common owner as tenants in common or through common ownership; 3 rights of a common owner of any interest currently held by Assignor and

use of real estate, rights-of-way, facilities and equipment; lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common facilities, roads, alleys, of-way, (vi) surface leases, easements, conditions, covenants, restrictions, servitudes, permits, rightsand other rights in the Assets for the purpose of operations, highways, railways, pipelines, transmission lines, transportation

materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due (vii) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's,

applicable to the Assets or by operation of law in respect of obligations that are not yet due; (viii) encumbrances created under Leases or any joint operating agreements

including any calls on Hydrocarbon production under existing Contracts; and the terms and provisions of the Leases, Surface Rights, and Contracts,

operating agreement X the operation of any maintenance of uniform interest provision in an

clause (i) above additions thereto and (ii) any successor or transferee liability in respect of any items described in production and excise taxes, and customs duties, together with any interest, penalties, fines unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, services, use, real or personal property, similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and franchise, alternative or add-on minimum, gross receipts, environmental (including taxes ur Section 59A of the US Tax Code), registration, withholding, employment, social security (1) "<u>Taxes</u>" means (i) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, capital stock, license, branch, payroll, estimated. under (or g

(m) "*Transfer Taxes*" means all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding income Taxes) and fees arising out of, or in connection with, the transfer of the Assets.

articles, sections, and exhibits of this Assignment unless otherwise specified. The words (a) "this Assignment", "hereby", "hereof", "herein", "hereunder", and similar words refer to all of this Assignment, including the exhibits, and not to any particular article, section, or other subdivision of this Assignment, and (b) "include", "includes", and "including" are deemed to be followed by "without limitation" whether presumption that this instrument was prepared solely by either Assignor or Assignee. negotiations between them. Accordingly, if there is any ambiguity in this Assignment, there shall be no exclusive. Assignor and Assignee acknowledge and declare that this Assignment is the result of extensive or not they are in fact followed by such words or words of similar import. The word "or" is not necessarily 18 Interpretation. References in this Assignment to articles, sections, and exhibits, are to is, and exhibits of this Assignment unless otherwise specified. The words (a) "this

shall constitute one and the same conveyance 19. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed valid and binding with respect to the signatories thereto, and all of which together [Signature and Acknowledgment Pages Follow]

THE STATE OF OKLAHOMA       §         COUNTY OF       Using ton         This instrument was acknowledged before me this       This instrument was acknowledged before me this         E. Kitchel, known to me to be the Manager/CEO of ENTRANSCO ENERGY, LLC, a limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the foregoing instrument was the free act and deed of such company.         Notary Public in and for the State of       OK la harmade h	Notary Public in and for the State of OK the Asing	THE STATE OF OKLAHOMA COUNTY OF Usshing by a second secon	By: France Richel Name James E. Kitchel Title: Manager/CEO	ENTRANSCO ENERGY, LLC	By: Counce of the Andrew States Name: James E. Kitchel Title: Manager/CEO	ENTRANSCO RESOURCES, LLC	ASSIGNOR:	IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgments, but effective as of the Effective Time.
---	--	--	--	-----------------------	---	--------------------------	-----------	---

(a)

ASSIGNEE:

**REDBUD ENERGY PARTNERS, LLC** 

2

By: <u>Mane: Thomas R. Kaetzer</u> Name: Thomas R. Kaetzer Title: Chief Executive Officer

## ACKNOWLEDGMENT

## THE STATE OF TEXAS

COUNTY OF THE IS

 $\infty \infty \infty$ 

This instrument was acknowledged before me this the day of the day



Notary Public in and for the State of 1 TY as

[Signature and Acknowledgment Page to Assignment and Bill of Sale]

## Schedule 1

## Additional Purchase Price - \$0

## Schedule 2

## Assumed Liabilities

Asset Taxes Payable per County Records
ALLEN COUNTY TREASURER
CHAUTAUQUA COUNTY TREASURER
GREENWOOD COUNTY TREASURER
LABETTE COUNTY TREASURER
NEOSHO COUNTY CLERK
WILSON COUNTY TREASURER

Exhibit A

Leases

## A TIBIHX3

## (səseəj)

Wilson County, Kansas

DESCRIPTION	BGE	qWT	SEC	₽₽de	воок	DATED	LESSEE/GRANTEE	ROTNARD (ROSSE)	COUNTY
2M\\$ 2M\\$ 12-302-11E 2M\\$ NM\\$ NM\\$ 2M\\$	JZE	50E	ST	58T	564	£007/TT/6	Savage Resources, LLC	le ta nemzindO A lueq	NOSTIM
2E\\$ 2E\\$ 72-302-11E	JZE	SOE	ST	453	٢st	0007/27/9	bniwhtuo2	Doris L. Cox et al	NOSTIM
3/1-202-6 7/3S	JZE	SOE	6	22S	<b>T9T</b>	t/30/500J	bniwdtuo2	Dale H. Gildart et al	NIFRON
NE/4 and SE/4 22-305-17E	JZE	30S	52	149	59T	2002/2/9	Savage Resources, LLC	Walter D. Hash et ux.	MIFSON
TLE NE\ <b>#</b> NE\ <b>#</b> 55-308-TLE E\S 55-308-	3 <b>2</b> T	SOE	22	153	£9T	£/22/200	bniwntuo2	Walter D. Hash et ux	ΝΟςτιλ
AGO A. of NE/4 8-305-17E, less tr. Beg. 336'E of NW corner of NE/4 8-305-17E, th. 5 280'; th. E 500';th. N 280'; th. W 500' to point of beg.	JZT	SOE	8	LST	۲ST	000Z/TE/E	bniwdfuo2	Garold L. Jantz et ux	NOSTIM
A bove plus additional area: S 20 A of N/2 NE/4 and N 40 A. of S/2 NE/4 8-305-17E N/2 NE/4 and N 40 A. of S/2 NE/4 8 305-17E, less	JZE	SOE	8	976	T9T	T002/Þ/S	bniwntuo2	Garold L. Jantz et ux (9269) (Amendent to Lease)	NOSTIM
N/2 N//4 12-30S-16E	39T	S0E	72	STS	529	4/29/2003	Savage Resources, LLC	Harold D. Jantz et ux	NOSTIM
2\2 NE\4 2M\4 2E\4 2M\4 9ug E\2 2M\4 2M\4	ЭZT	SOE	S	6ST	۲ST	1002/08/8	bniwdtuo2	Harold D. Jantz et ux	NIFSON
NE/4 less cemetery in NE corner (2 acres)	JZE	50E	۷	6ST	ZST	t00Z/0E/E	bniwdtuo2	Harold D. Jantz et ux	NOSTIM
t/WN 2/N	J9T	S0E	13	6ST	LST	3/30/2001	Southwind	Harold D. Jantz et ux	MIFSON

2/2 NE/4 <sup>guq</sup> N/2 2E/4 16-30S-17E	JZE	50E	9T	\$Z4	ZST	0007/9T/S	bniwdtuo2	Frances E. Thornton	MIFSON
bnslw9N									
NE corner owned by Stafford &									
ni ASI ssəl 4/WN	32T	30E	22	68	8ST	0007/01/11	Savage Resources, LLC	Larry D. South	MILSON
371-205-⊅ ⊅/WN <del>1</del> 0 ⊅/WN	3/T	SOE	<b>t</b>	59T	50S	900Z/ZT/0T	Petrol oil and Gas, Inc.	Dustin L. & Johnny L. & Lettie LeRea Pierce	NOSTIM
E/2 SE/4 & S/2 NE/4	JZE	<b>SOE</b>	6	78T	ZST	3/24/2000	puiwdtuo2	John T. Mitchell et al.	NICSTIM
Z/S	JLE	SOE	ΟT	78T	ZST	3/24/2000	pniwdtuo2	John T. Mitchell et al.	NOSTIM
S/2 SW/4 and SE/4 23-305-17E	JLE	SOE	53	633	09T	t002/5/t	Savage Resources, LLC	Robert J. Leck et ux	NOSTIM
road								Keighley Trust Agr. Dated 10/03/01	
N/2 SE/4 ROW for public Hwy or	JTE	SOE	ST	50E	764	2002/ɛ/z	Savage Resources, LLC	Lela Eileen Keighley, Trustee of Lela E.	NOSTIM
E\2 NE\4	JZE	S0E	L٦	T9T	۲ST	3/37/2000	Southwind	Blakeslee D. Jaynes et ux	MIFROM
t/MN	JZE	SOE	9T	τ9τ	LST	3/31/2000	Southwind	Blakeslee D. Jaynes et ux	MIFSON
SW/4 and VW/4 SE/4	JZE	SOE	6	T9T	ZST	3/37/2000	bniwdtuo2	Blakeslee D. Jaynes et ux	MILSON
4/WS ni 2 tot bne 4/32 S/2									
S 40 A. in NE/4 and N/2 SE/4 and	3LI	SOE	8	τ9τ	ZST	3/37/2000	pniwdtuo2	Blakesiee D. Jaynes et ux	MIFSON
NE/4 12-30S-16E	39T	SOE	75	273	526	4/28/2003	Savage Resources, LLC	Milton R. Jantz et ux	MILSON
NE/4 to point of beg.									
NE/4; th. W along N line of said	· ·								
295'; th. N 295; to N line of said									
along W line of said NE/4; th. E	÷								
איי									
Tr. Beg. At NW corner of NE/4 Sec	JZE	SOE	L	τζτ	6ST	τ002/0ε/τ	bniwdtuo2	Harold D. Jantz et ux	MILSON
								100 of trambramA)	
t/mn z/n	39T	S0£	13	69T	6ST	τ007/0ε/τ	pniwdtuo2	Harold D. Jantz et ux	NOSTIM
gcres)								(Angent to OGL)	
NE/4 less cemetery in NE corner (2	JZE	30S	L	69T	6ST	τ007/0ε/τ	puiwdtuo2	Harold D. Jantz et ux	NOSTIM
2\2 NE\4 2M\4								(Anon to OGL)	
Due 4/W2 4/W2 2/3 bns 4/W2 4/32	JZE	<b>SOE</b>	S	69T	6ST	τοοζ/οε/τ	bniwdtuo2	Harold D. Jantz et ux	MICSON

		l	r		1	r		1	
								(9269) and bus IiO to tnembnemA bus	
E/2 NE/4 containing 80 acres	JZE	SOE	L٢	23	976	10/2/5/0T	Petrol oil and Gas, Inc.	Blakeslee D. Jaynes, et al (Ratification	NOSTIM
								(92692 Sed bus liO fo thembhemA	
VW/4 containing 160 acres	JZE	30S	9T	23	316	10/2/5/0T	Petrol oil and Gas, Inc.	Blakeslee D. Jaynes, et al (Ratification and	MILSON
								(ခဒေ ငုဒေန	
								bus liO to tnembnemA bus noitsoititsA)	
SW/4; NW/4 containing 200 acres	JZE	30S	6	23	316	10/2/5/0T	Petrol oil and Gas, Inc.	Blakeslee D. Jaynes, et al	NOSTIM
								(ခဒဧခု နေခ	
Lot 2 in SW/4 containing 237 acres								bue liO fo thembhemA bue noitesititeA)	
S 40 A. in NE/4; N/2 SE/4; S/2 SE/4;	JZE	SOE	8	23	976	10/2/5/01	Petrol oil and Gas, Inc.	Blakeslee D. Jaynes, et al	NOSTIM
								(Disposal Well Agreement)	
2\7 2E\4; 2E\4 77-305-17E	JZτ	SOE	<i>L</i> Z	48	316	٢/31/2002	Petrol oil and Gas, Inc.	Robert J. Leck	NOSTIM
								(əseəl seð	
containing 240 acres mor or less								bus liO to tnembnemA bus noiteoititeA)	
2\5 2M\4; 2E\4 57-305-17E	JZE	S0E	27	38	978	٢/31/2002	Petrol oil and Gas, Inc.	Rober J. Leck	MITSON
acres more or less								(ଚଃନ୍ର ଅନ୍ତି	
9, all in 30S-17E containing 480								bue liO to thembheme bue noticities)	
2\7 2@c. 10; E\2 2E\4; 5\2 NE\4 sec	JZE	S0£	ΟŢ	<b>Z</b> Z	376	10/2/S/0T	Petrol oil and Gas, Inc.	. Nichell et al	MITSON
NE/4 and E/2 NW/4 10-305-17E	32T	S0E	OT	72	LSI	<b>\$/</b> 1/2000	bniwdtuo2	Karl and Nancy Thornton	NOSTIM
A/2 SW/4 27-305-17E	32T	S0E	77	457	ZST	2\J\$\J000	bniwdtuo2	Frances E. Thornton	NOSTIM
beg.									
20 rods; th. E40 rods to point of									
s									
ע אין				5					
less tract beg. SE/2 N/2 SE/4 Sec.								(Salt Water Disposal Well Agreement)	
2\2 NE\4 9UQ N\5 2E\4 10-302-11E	3 <b>2</b> T	SOE	9T	Sta	872	7/28/200 <del>4</del>	Savage Resources, LLC	Frances E. Thornton	MILSON

			1		1	1		Coddington	T
A202-292-292-292	3ST	S6Z	97	<b>T</b> 9T	154	£861/01/2	Conquest Cherokee, LLC	Carl G. Coddington and Kathryn D.	NICSON
S2SW4 and W2SE4 23-29S-15E	JST	S6Z	53	£13	772	Z86T/ET/0T	Coudnest Cherokee, LLC	George Eisele Trust	NOSTIM
E2SW4 26-295-15E	JST	S6Z	97	373	130	S86T/8Z/Z	Coudnest Cherokee, LLC	Jerry Duane Hall and Phyllis Hall	NOSTIM
M2SW4 26-295-15E	JST	S6Z	97	ĩ۷	141	0661/61/2	Coudnest Cherokee, LLC	Francis E. Speaks and Mary N. Speaks	MITSON
351-295-295-25E	JST	S62	32	SST	124	8661/1/7	Conquest Cherokee, LLC	Francis E. Speaks and Mary N. Speaks	NOSTIM
E2NM¢ 26-29S-15E	JST	S6Z	97	T97	172	£86T/TT/9	Conquest Cherokee, LLC	Francis E. Speaks and Mary N. Speaks	NOSTIM
Tract C: S2N2NW4	39T	S6Z	30	574	772	\$\J007/01	Conquest Cherokee, LLC	H. Dean Harp and Lois M. Harp	NOSTIM
32-295-26E									1105 11/1
Tract B: NW4NE4 and N2NE4NE4	392	S6Z	52	574	772	\$/J002/01	Conquest Cherokee, LLC	H. Dean Harp and Lois M. Harp	MILSON
Tract A: N2N4NW4 30-295-16E	39T	S6Z	30	52Þ	772	\$\10\500t	Conquest Cherokee, LLC	H. Dean Harp and Lois M. Harp	MIFRON
M2NW4 7-295-16E	39T	S6Z	L	325	526	11/19/2004	Conquest Cherokee, LLC	Ted L. Wolf and Donna R. Wolf	NOSTIM
M2SW4 7-295-16E	39T	S6Z	L	629	987	S00Z/0E/L	Conquest Cherokee, LLC	Mark R. Wescott and Toni L. Wescott	NOSTIM
562-16E									
220 feet, North 420 feet to POB 7-									
East 220 feet, South 420 feet, West									
NW/Corner of said NE4SW4, thence									
9df 16 gninnig9d 229l 4W243N	JST	S67	Z	318	982	S00Z/TT/2	Coudnest Cherokee, LLC	Fred E Louia and Geneva P. Louia	MILSON
NE4NM4 7-295-16E									
5 acres of the NW4SE4 and all the	39T	S6Z	L	τ8	982	\$00Z/\$/2	Conquest Cherokee, LLC	Frank Baughn and Charlene Baughn	MIRSON
				1					
SW45E4 and the SE4SW4 7-295-16E	39T	S6Z	L	534	682	5002/81/6	Conquest Cherokee, LLC	Gregory W. Houser	MILSON
record			1						
easements and restrictions if any of									
Ile bns , saseal seg bns lio , WOA									
acres, more or less, subject to road									
NE/4 to point of beg., containing 2									
N line of NE/4; th. W along N line of									
of NE/4; th. E 295 '; then N 295' to									
901 W gnole ' 292 S ,41 ;371-205-7									
cornêr NE/4									
WN gninniged as bediroseb toer	34T	SOE	2	τ∠τ	6ST	τοοτ/οε/τ	Southwind Exploration, LLC	Harold D. Jantz et ux	NOSTIM

22NE4NE4	JSE	S62	52	SZ4	772	\$\J0\J00	Conquest Cherokee, LLC	H. Dean Harp and Lois M. Harp	MICSON
MNZ/S 'Z/S	JZE	SOE	4	525	583	10/23/2004	Savage Resources LLC	DH and Jeanne Forbes	MIFSON
E/SNE	<b>13E</b>	582	98	965	767	5/8/2009	Carroll Energy LLC	llədzybuoH L msilliW	NOSTIM
E2S2SE4	JST	\$6Z	75	113	562	J2/28/2002	اntegrity Oil & Gas, LLC	Ronald Lynn Johnson, et ux	NOSTIM
7WS4WS	JST	582	56	526	T67	J2/8/2002	Carroll Energy, LLC	Darrell W. Odell, Jr., et ux	MIFSON
222E4	JST	S82	Z7	526	T6Z	12/8/2002	Carroll Energy, LLC	Darrell W. Odell, Jr., et ux	NOSTIM
E2NE4NE4	19T	582	30	123	567	4/10/2006	Carroll Energy, LLC	Danny R. and Janet A. Cox	MIFSON
ZNZN	<b>J6</b>	582	67	123	562	4/10/2006	Carroll Energy, LLC	Danny R. and Janet A. Cox	MIFROM
AWNSS bns 43252 bns 4WS	39T	582	50	EST	S62	4/10/2006	Carroll Energy, LLC	Danny R. and Janet A. Cox	NOSTIM
and N2SE4SW4 and SE4NE4 E2SE4 and NW4SE4 and NE4SW4	J9T	582	6T	EST	562	9002/07/7	Carroll Energy, LLC	хоጋ .A tənsl bns .Я үплsQ	NIFSON
2E4NE4	14E	S6Z	98	τs	T97	£002/LT/9	Conquest Cherokee, LLC	Laura L. Bingham and Dana R. Bingham	MITSON
N2SE4									
W2NW4, E2NW4 and NE4 and	JST	S6Z	37	τs	T9Z	£007/LT/9	Conquest Cherokee, LLC	medgnia .A ened bne medgnia L eruel	MITSON
2E4SE4	JST	S67	30	τs	T9Z	£007/LT/9	Conquest Cherokee, LLC	Laura L. Bingham and Dana R. Bingham	MIFSON
All of the SW4 Except 1 acre as described in original lease	JSE	S62	8T	τs	T97	£00Z/LT/9	Conquest Cherokee, LLC	medgnið .A ened bne medgnið .J ervej	NOSTIM
74NF4	14E	\$6Z	98	۲S	T9Z	\$\J\$	Conquest Cherokee, LLC	William R. Vandever, et al	MIFSON
N2NW4, E2NW4 and NE4 and	JST	S62	τε	۲S	T97	£002/91/4	Conquest Cherokee, LLC	William R. Vandever, et al	NOSTIM
SE4SE4	JST	S62	30	۲S	T97	4/16/2003	Conquest Cherokee, LLC	William R. Vandever, et al	MITSON
All of the SW4 Except 1 acre as described in original lease	ЭST	S6Z	81	<b>Z</b> S	<b>79</b> 7	£002/91/4	Conquest Cherokee, LLC		NOCIUM
2MthEt 26-292-12E	JST	S62	97	23 277	132	£861/02/6	Conquest Cherokee, LLC	William R. Vandever, et al	MICSON
311 200 20 MINNA(2	111	300	50	2.00	501	2001/00/0	511 0010000 troubdog	Hazel Frankenberry, et, al	NOSTIM
SW4NE4 26-295-15E	JST	S6Z	97	544	971	£861/62/6	Conquest Cherokee, LLC	Clark A. Frankenberry and Marjorie Frankenberry	NOSTIM

A TIBIHX3 70 GN3

Exhibit B Wells

## **EXHIBIT B** (Wells) Wilson County, Kansas

Kansas	_	22-30S-17E	HASH 22-2	15-205-25603-00-00
Kansas		22-30S-17E	HASH 22-1	15-205-25547-00-00
Kansas		20-28S-16E	COX 20-B4	15-205-27045-00-00
Kansas		20-28S-16E	COX 20-B2	15-205-26934-00-00
Kansas		20-28S-16E	COX 20-A2	15-205-26933-00-00
Kansas		20-28S-16E	COX 20-D4	15-205-26935-00-00
Kansas		17-30S-17E	JAYNES 17 1	15-205-25632-00-00
Kansas		16-30S-17E	FRANCES THORNTON 1-A	15-205-25531-00-00
Kansas		16-30S-17E	JAYNES 16-3	15-205-26034-00-00
Kansas		16-30S-17F	JAYNES 16-2	15-205-25341-00-00
Nansas	Wilson	16-303-17E	FRANCES THORNTON 16-3	15-205-26033-00-00
Kansas		16-305-17E	FRANCES HORNION 16-1	12-202-20242-00-00
Kansas		15-30S-17E	REIGHLEY 15-2	15-205-26136-00-00
Kansas		15-30S-17E	KEIGHLEY 15-1	15-205-25602-00-00
Kansas		15-30S-17E	CHRISMAN 15-1	15-205-25951-00-00
Kansas		15-30S-17E	COX 15-1	15-205-25385-00-00
Kansas		15-30S-17E	CHRISMAN 15-2	15-205-25667-00-00
Kansas		12-30S-16E	MILTON JANTZ 12-1	15-205-25617-00-00
Kansas		12-30S-16E	M JANTZ 12-2	15-205-25670-00-00
Kansas		12-30S-16E	M JANTZ 12 3	15-205-26205-00-00
Kansas		12-30S-16E	H JANTZ 12 2	15-205-25669-00-00
Kansas		12-30S-16E	H JANTZ 12 1	15-205-25618-00-00
Kansas		10-30S-17E	0	15-205-26773-00-00
Kansas		10-30S-17E	MITCHELL C 10-2	15-205-25673-00-00
Kansas		10-30S-17E	KARL THRONTON 10-1	15-205-25549-00-00
Kansas		10-30S-17E	KARL THORNTON 10-3	15-205-27249-00-00
Kansas	Wilson	10-30S-17E	KARL THORNTON 10-2	15-205-25608-00-00
Kansas		00 200 47F		15-205-20322-00-00
Kansas		09-30S-17E	MITCHELL CO 1	10-200-20040-00-00
Kansas	Wilson	09-30S-17E	GILDART-WILKERSON 1-A	15-205-25687-00-00
Kansas	Wilson	08-30S-17E	JAYNES SWD 1	15-205-25686-00-00
Kansas	_	08-30S-17E	JAYNES 8 2	15-205-25672-00-00
Kansas	_	08-30S-17E	JAYNES 8 1	15-205-25671-00-00
Kansas	Wilson	08-30S-17E	G JANTZ 8-2	15-205-25647-00-00
Kansas		08-30S-17E	G JANTZ 8-1	15-205-25570-00-00
Kansas		07-30S-17E	HAROLD D JANTZ SWD 1	15-205-25640-00-00
Kansas	Wilson	07-30S-17E	HAROLD D JANTZ 7-2	15-205-25633-00-00
Kansas		07-30S-17E	HAROLD D JANTZ 7-1	15-205-25348-00-00
Kansas		07-29S-16E	PLYMESSER SWD-1	15-205-28341-00-00
Kansas	Wilson	07-29S-16E	LOUIA C-1	15-205-26757-00-00
Kansas	Wilson	07-29S-16E	HOUSER C-1	15-205-26686-00-00
Kansas	Wilson	07-29S-16E	HOUSER 7-B4	15-205-27190-00-00
Kansas		07-29S-16E	BAUGHN C-1	15-205-26571-00-00
Kanaa		07-295-165	WOLF C-1	15-205-26564-00-00
Kaneae	Wilson	07-29S-16F		15-205-26687-00-00
Kanoo		05-30S-17E	HAROLD D.JANTZ 5-1	15-205-25648-00-01
Kansas		04-30S-17E	FORBES 4-5	15-205-26336-00-00
Kanooo		04-30S-17E	FORBES 4-4	15-205-26335-00-00
Kanaa	Wilson	04-30S-17F	FORBES 4-3	15-205-26133-00-00
Mailada		04-30S-17E	FORRES 4-2	15-205-26132-00-00

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<b>OF</b>
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Nansas	NOSIIAA	30-203-13E	חטטטו אחברר ע-צ	12-202-2000-00-00
Kansas	Wilson	36-28S-13E	HOUDYSHELL C-1	15-205-26866-00-00
Kansas	I	35-29S-15E	SPEAKS A1	15-205-21472-00-00
Kansas		35-29S-15E	SOUTH SPEAKS C-1	15-205-26071-00-00
Kansas	Wilson	35-29S-15E	SOUTH SPEAKS 1	15-205-25186-00-00
Kansas	Wilson	31-29S-15E	VANDEVER 3	15-205-23091-00-00
Kansas	Wilson	31-29S-15E	VANDEVER C-1	15-205-26867-00-00
Kansas	Wilson	31-29S-15E	VANDEVER 2	15-205-23080-00-00
Kansas	Wilson	30-29S-16E	HARP C-3	15-205-26756-00-00
Kansas	Wilson	30-29S-15E	VANDEVER 1	15-205-23079-00-00
Kansas		29-28S-16E	COX 29-C1	15-205-26936-00-00
Kansas	_	29-28S-16E	COX 29-A1	15-205-26874-00-00
Kansas	Wilson	27-30S-17E	ROBERT LECK 27 SWD 1	15-205-25619-00-00
Kansas	Wilson	27-30S-17E	LECK 3	15-205-28428-00-00
Kansas	Wilson	27-30S-17E	LECK 2	15-205-28429-00-00
Kansas		27-30S-17E	LECK 1	15-205-28427-00-00
Kansas		27-30S-17E	SOUTH 2	15-205-26251-00-00
Kansas	Wilson	27-30S-17E	SOUTH 1	15-205-25550-00-00
Kansas		27-30S-17E	R LECK 27-2	15-205-26252-00-00
Kansas		27-30S-17E	R LECK 27-1	15-205-25551-00-00
Kansas		27-30S-17E	F THORNTON 27 1	15-205-25607-00-00
Kansas	Wilson	27-28S-15E	ODELL C-2	15-205-26755-00-00
Kansas	Wilson	26-29S-15E	SPEAKS SWD-1	15-205-26155-00-00
Kansas	Wilson	26-29S-15E	SPEAKS 5	15-205-24746-00-00
Kansas	Wilson	26-29S-15E	SPEAKS 4	15-205-24747-00-00
Kansas	Wilson	26-29S-15E	SPEAKS 3	15-205-24877-00-00
Kansas		26-29S-15E	SPEAKS 1 "W1"	15-205-24844-00-00
Kansas		26-29S-15E	HALL H6	15-205-25010-00-00
Kansas	Wilson	26-29S-15E	HALL H4	15-205-24421-00-00
Kansas	Wilson	26-29S-15E	HALL H3	15-205-24338-00-00
Kansas	Wilson	26-29S-15E	HALL 1	15-205-24198-00-00
Kaneae	Wilson	26-29S-15F		15-205-23876-00-00
Kansas	Wilson	26-29S-15E	FRANKENBERRY 2	15-205-23736-00-00
Nalisas	VATION	26-200-15E	FRANKENBERRY 1	15-205-23655-00-00
Kansas	VVIISON	20-290-100	F SPEAKS 3	15-205-23986-00-00
Kansas	Wilson	20-295-155	E SDEAKS 3	15-205-23592-00-00
Kansas	Wilson	26-29S-15E		15-205-23501 00 00
Kansas	Wilson	20-295-15E	CODDINGTON 2	15-205-25192-00-00
Kansas	Wilson	26-29S-15E	CODDINGTON 1-W	12-202-20192-00-00
Kansas	Wilson	26-29S-15E	COUDINGION 1	15-205-23349-00-00
Kansas	Wilson	26-29S-15E	WEST SPEAKS 5	15-205-25009-00-00
Kansas	Wilson	26-29S-15E	SPEAKS C4	15-205-24940-00-00
Kansas	Wilson	26-29S-15E	HALL 26-B3	15-205-26903-00-00
Kansas	Wilson	26-29S-15E	FRANKENBERRY 5	15-205-23985-00-00
Kansas	Wilson	26-29S-15E	FRANKENBERRY 4	15-205-23997-00-00
Kansas	Wilson	26-29S-15E	CODDINGTON C-1	15-205-26570-00-00
Kansas	Wilson	26-29S-15E	SPEAKS 2	15-205-24876-00-00
Kansas	Wilson	26-28S-15E	ODELL C-1	15-205-26754-00-00
Kansas	Wilson	25-29S-15E	HARP C-2	15-205-26563-00-00
Kansas	Wilson	25-29S-15E	HARP C-1	15-205-26569-00-00
Kansas	Wilson	23-29S-15E	GEORGE EISELE 4	15-205-23518-00-01
Kansas	Wilson	23-29S-15E	GEORGE EISELE 3	15-205-23351-00-00
Kansas	Wilson	23-29S-15E	GEORGE EISELE 2	15-205-23310-00-00
Kansas	Wilson	23-29S-15E	GEORGE EISELE 7	15-205-25858-00-00
Kansas	Wilson	23-29S-15E	GEORGE EISELE 5	15-205-24852-00-00
Kansas	Wilson	23-29S-15E	GEORGE EISELE 9	15-205-26688-00-00
Nansas	Wilson	23-29S-15E	GEURGE EISELE 23-C4	

Exhibit C

Surface Rights

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## EXHIBIT C

## (Surface Rights) Wilson County, Kansas

it any, of record (the "Leased Premises")	TLT	6ST	1/30/2001	Southwind Exploration LLC	eround Lease	nosliW
oil and gas leases, and all easments and restrictions,					Harold D. Jantz and E. June Jantz a/k/a Emma J. Jantz	
(2) acres, more or less, subject to road right-of-way,						
owf gninietnos , gninniged fo thing ent of 4/3N biss				÷		
of said NE/4; thence West along the North Line of						
said NE/4; thence North 295 feet to the North Line						
East, thence South 295 feet along the West Line of						
NE/4 of Section 7, Township 30 South, Range 17						
A tract described as beginning at the NW/C of the						

## END OF EXHIBIT C